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Lynbrook, Village Of And Csea Local
882 (Dpw Unit)

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AGREEMENT BETWEEN

**CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000, AFSCME, AFL-CIO, LOCAL 882**

-AND-

**INCORPORATED VILLAGE OF LYNBROOK
TOWN OF HEMPSTEAD
COUNTY OF NASSAU, NEW YORK**

JUNE 1, 2000 - MAY 31, 2004

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

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AGREEMENT, made this ____ day of January, 2002 between the INCORPORATED VILLAGE OF LYNBROOK, a municipal corporation having its principal office at 1 Columbus Drive, Lynbrook, New York 11563 (hereinafter "Village" or "Employer") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO, LOCAL 882, LYNBROOK UNIT having its office at 300 Vanderbilt Motor Parkway, Hauppauge, New York 11788 (hereinafter "CSEA").

ARTICLE I

RECOGNITION

The Village recognizes the CSEA as the sole and exclusive bargaining agent during the period of this agreement for all personnel in the employ of the Village Department of Public Works, including Central Garage Supervisor, Sign Shop Supervisor, Sanitation Supervisor, Maintenance Supervisor, Park Supervisor, and Labor Supervisor except that it shall exclude from the bargaining unit all Department Heads, their immediate assistants and the General Supervisor.

ARTICLE II

NEGOTIATING PROCEDURES

Section 1. The bargaining agent for the Village personnel shall remain in effect until such time as the agreement is in force.

Section 2.

(a) There shall be continuous negotiations in accordance with procedures set forth in a "good faith" effort to reach mutual understanding and agreement on matters affecting employees of the Village.

(b) The Village Board of Trustees (hereinafter "Village Board") agrees that this agreement shall remain in force for the period of the agreement.

(c) During negotiations, the Village Board and the CSEA shall exchange points of view, make proposals and counter-proposals. The Village Board shall make available to the CSEA for inspection all pertinent records.

(d) Any agreement reached with the Village Board shall be reduced to writing, shall be signed by the Mayor and the members of the Village Board. The Mayor and the Village Board agree not to negotiate with any other group, other than the CSEA for the duration of the agreement.

(e) All items involving wages, hours, pensions, fringe benefits and other working conditions, on which agreements are reached during the annual bargaining session, shall be reduced to writing in the minutes of the Village Board's meetings.

(f) All existing policies pertaining to absences, leaves and vacation entitlements shall remain in effect unless spelled out in a later article.

ARTICLE III

SAFETY

Section 1. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations shall be reported to the immediate supervisor who shall, in turn, report this condition to the proper authority.

Section 2. No employee may be ordered to drive any vehicle which is in any way defective or not in a safe operating condition.

Section 3. Except in a situation of extreme emergency, the Village shall not request employees to use their personal vehicles for Village business use.

Section 4. Upon submission of a receipt, the Village shall reimburse employees up to a maximum amount of One Hundred (\$100.00) Dollars once each year toward the purchase of OSHA approved work shoes payable in the first paycheck in June. The maximum amount shall increase to \$150.00 effective June 1, 2001 and \$175.00 effective June 1, 2002. A new employee will be reimbursed after completing his/her probationary period. Failure on the part of the employee to wear the safety shoes will result in the

employee being sent home without pay, unless the employee can prove the shoes are being repaired.

Section 5. The Village shall reimburse employees up to the amount of Sixty (\$60.00) Dollars once each year toward the replacement of glasses which were broken on the job. Proof that the glasses were broken on the job is required.

Section 6. Drug and Alcohol Testing Program

Effective July 1, 1994, the Drug and Alcohol Program set forth in Exhibit "C" shall be implemented.

ARTICLE IV

HOURS OF WORK

Section 1.(a) The hours of work shall be as follows:

DPW 6:30 A.M. - 3:00 P.M.

Shop 6:30 A.M. - 3:00 P.M.

Sanitation 6:15 A.M. - Finish of Job

Sweeper's hours as per superintendent.

(b) Mechanics shifts shall be established at the discretion of the superintendent, but shall not exceed 8 ½ hours and shall commence no earlier than 6:00 A.M. and end no later than 3:00 P.M. (i.e. 6:00 A.M. - 2:30 P.M., 6:15 A.M. - 2:45 P.M., 6:30 A.M. - 3:00 P.M.)

Section 2. For employees who complete a regular full day of actual work, time and one-half shall be paid for all work beyond the employee's regular full day.

Section 3. An employee who works on a scheduled holiday or on the employee's day off will be compensated at the rate of time and one-half for all hours worked on such day or the equivalent time off at the option of the Village. Such compensatory time may not exceed more than forty (40) hours. The employee must be notified by the Village in advance whether such work will be compensated for in money or compensatory time.

Section 4. Employees shall be guaranteed one (1) hour of work at time and one-half, when called back to perform non-emergency work. Employees shall be guaranteed three (3) hours of work at time and one-half, when called back to perform emergency work. Non-emergency work shall be defined as call back work when the employee has not left the employer's facility. Emergency call-back work shall be defined as call back when the employee has left the employer's facility. Work performed prior to and contiguous with the normal work day shall be paid at time and one-half, with no minimum hours guaranteed.

Section 5. Employees shall have a fifteen (15) minute coffee break in the morning.

Section 6. Employees who work more than twelve (12) hours in any one calendar day are entitled to a Five (\$5.00) Dollar meal allowance.

Section 7. Vacation Leave

(a) Vacation leave for employees hired prior to June 1, 1993 shall be granted to employees as follows: two (2) weeks after one (1) year, three (3) weeks after seven (7) years and four (4) weeks after thirteen (13) years.

(b) For all employees hired on or after June 1, 1993 vacation leave benefits shall be earned and credited on a bi-weekly basis, without reduction in existing benefit levels.

Section 8. The Village will use temporary summer employees only between May 1 and October 15.

Section 9. Employees assigned to sanitation as of June 1, 1990 will continue to be on sanitation.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. All complaints, disputes, controversies or grievances arising solely between the Village and the CSEA, or any employee covered by this agreement on or after the effective date

of this agreement, which involve only questions of interpretation or application of any of the express written provisions of this agreement, shall be adjusted by and between the parties in the following manner:

Section 2. Every employee shall have the right to present his/her grievances in accordance with the procedures described herein containing the three (3) steps set forth below, with or without a representative of the CSEA, free from interference, coercion, restraint, discrimination or reprisal. The CSEA shall have a right to have a representative present at each grievance step and to be notified of each decision.

Step 1. An employee who feels that he/she has been aggrieved may orally present his/her grievance within three (3) days from the date of occurrence to his/her Department Head. Any grievance not resolved to the satisfaction of the employee shall be presented in writing to the Department Head within fifteen (15) days from occurrence. The Department Head shall carefully consider any such written grievance and within five (5) days thereafter, make a determination and advise the employee and CSEA of the decision in writing.

Step 2. If the grievance is not satisfactorily adjusted in Step 1, an employee may present the matter to the Village Clerk

within five (5) days after notification of the decision provided in Step 1, by filing a written notice of specified grievance with the Village Clerk and may request that a representative of the CSEA present the matter on his/her behalf. The Village Clerk shall carefully consider the matter. Within fifteen (15) working days after it is presented to him/her, the Village Clerk shall make a determination and advise the employee and the CSEA of the decision in writing.

Step 3. Within five (5) days after notification of the decision provided in Step 2, an employee may, with the consent of the CSEA, request arbitration of the grievance by filing a demand for arbitration with the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules, then prevailing, of the American Arbitration Association.

Section 3. The arbitrator shall issue his/her findings of fact and recommendations for resolving the grievance to the parties. He/she may make no binding determination with respect to the grievance. The fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the Village and the CSEA.

Section 4. For the purpose of grievance and arbitration procedures:

(a) Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the employee to proceed to the next step.

(b) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the rights to appeal.

(c) The term "day" means working day.

(d) The CSEA may submit a grievance, provided it does not merely affect an individual, with Step 3 as the initial step. The Village may submit a grievance with Step 3 as the initial step.

Section 5. Conferences and hearings shall be held during non-working times, unless otherwise scheduled by the Village.

Section 6. The arbitrator shall have jurisdiction only over disputes arising out of grievances and shall have no power to add to, subtract from or modify in any way any terms of this agreement.

Section 7. This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in § 75 of the Civil Service Law.

ARTICLE VI

DISCIPLINARY PROCEDURES

Section 1. The Village has the exclusive right to discipline employees for cause by reprimand, fines, loss of vacation or personal days, suspension without pay, demotion or discharge.

Section 2. The failure to immediately report a motor vehicle misdemeanor conviction or a suspension or revocation of a driver's license shall result in the automatic suspension from work without pay of one (1) day for each day of failure to notify the Village. Subsequent offenses covered by this Section shall be subject to further disciplinary action.

Section 3. Employees who have completed six (6) months of service with the Village and who are either honorably discharged members of the armed forces of the United States having served therein as such member in time of war as defined in § 85 of the Civil Service Law, or who are exempt volunteer firefighters as defined in the General Municipal Law, may contest such discipline through the grievance and arbitration procedures of Article V of this agreement. All other employees who have completed one (1) year of service with the Village, may contest such discipline

through the grievance and arbitration procedures of Article V of this agreement.

Section 4. An employee not referred to in Section 3 hereof shall have no recourse to the grievance and arbitration procedures of Article V of this agreement.

Section 5. Before the Village may suspend or terminate an employee referred to in Section 3 hereof, written notice of such action must be presented to the employee.

Section 6. An employee referred to in Section 3 hereof, who has been suspended or terminated, may process a grievance through the grievance and arbitration procedures of Article V of this agreement commencing at Step 3. Such a request for arbitration shall be made no later than five (5) days after presentation to the employee of the written notice as required in Section 5 above.

Section 7. In disciplinary matters, the award of the arbitrator shall be final and binding upon the Village, the CSEA and the employee.

ARTICLE VII

PROMOTIONS

Section 1. All openings for promotional positions having salary differentials shall be adequately published on available

bulletin boards and all qualified personnel shall be given adequate opportunity to make application for such position. Seniority prevails. Once an employee has successfully bid a job, the employee will not be eligible to bid again for a period of one (1) year.

Section 2. Sanitation openings shall be considered promotional positions only for employees hired prior to June 1, 1990.

ARTICLE VIII

PROTECTION OF EMPLOYEES

Section 1. Seniority

(a) Seniority shall be based on the date of commencement of employment, if qualified to do the job.

(b) The last person hired shall be the first person to be laid off, and the last person to be laid off shall be the first person to be rehired.

(c) Before hiring any new employees, the available work must first be offered to all employees laid off by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than five (5) days from the mailing of such notice.

(d) Officers of the bargaining unit shall be given the highest seniority while in office.

(e) Notwithstanding the language in Article VII and Section 1 of this Article, the Village shall fill positions in the Maintenance classification as it sees fit.

Section 2. Legal Counsel

The Village Board agrees to provide legal counsel to defend any employee in the action arising out of an assault while on Village business, provided the employee did not provoke the assault and further provided that notice of the incident is given to the Village within twenty-four (24) hours of the incident.

Section 3. Compensation for Time Lost

If an assault on an employee results in loss of time, the employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this agreement. Any workers' compensation benefits above and beyond that which the Village has paid to the employee during this period shall remain the property of the employee.

ARTICLE IX

ON THE JOB INJURIES

Section 1. An employee who is absent from work due to an "on the job" injury shall receive workers' compensation benefit

payments in lieu of salary. After an employee has been out of work on an "on the job" injury for more than twenty (20) consecutive working days per occurrence, the employee shall receive the difference between workers' compensation benefits and full salary, retroactively to the first day of the occurrence. No days shall be deducted from an employee's accumulated sick leave when the employee receives the aforementioned differential pay. Such payments shall be limited to one year, and after twenty-six (26) weeks payments shall be reduced by the amount of Social Security Disability benefits for which the employee is eligible. An employee who fails to apply for such Social Security Disability benefits shall be deemed to be receiving such Social Security Disability benefits. An employee, in order to receive such benefits, must comply with the procedure annexed to this agreement as Exhibit "A".

Section 2. An employee who is absent from work due to an "on the job" injury shall remain in his/her home during normal working hours. Normal working hours for sanitation shall be from 6:15 a.m. to 1:15 p.m. Such employee may leave his/her home during such hours only for good cause after receiving permission from his/her Department Head. Nothing herein shall diminish the

Village's right to assign light duty pursuant to Article X of the agreement.

ARTICLE X

LIGHT DUTY

Employees on compensation or whose sick time has run out may be assigned to light duty at the sole discretion of the Village subject to the approval of the compensation doctor or a doctor designated by the Village. Light duty shall be defined as:

1. Answering telephones; and
2. Light janitorial work; and
3. Light cleaning, sweeping, raking and related light work.

An employee who does not report for light duty when assigned to do as stated above shall forfeit any wage and benefit entitlements from the Village.

ARTICLE XI

HEALTH BENEFITS

Section 1. Health Insurance

(a) The Village shall pay the full cost of the Health Insurance Plan for the employee and his/her family while he/she is an employee of the Village.

(b) The Village agrees to remain a Participating Employer in the Employees' Health Insurance Plan.

(c) For employees who retired after June 1, 1981, the Village shall pay 60% of the hospitalization insurance premium and the employee's spouse shall be covered until the age of 65, or until the retiree dies, whichever comes sooner. Effective with employees retiring after June 1, 1990, the Village shall pay 60% of the hospitalization insurance premium and continue to cover the retiree's spouse and any dependent children until the retiree dies.

Section 2. Life Insurance

The Village shall provide each employee with \$15,000 of life insurance.

Section 3. Dental Plan

The Village shall assume the full cost of a Dental Plan for all eligible full-time employees for each year of agreement, up to the maximum allowance of \$491.00 per employee per year.

Section 4. Optical Plan

The Village shall assume the full cost of an Optical Plan for all eligible full-time employees for each year of this agreement, up to the maximum allowance of \$122.00 per employee per year.

Section 5. Disability Insurance

The Village shall provide New York State Disability Insurance. However, the Village shall receive such payments so long as the employee is entitled to receive sick days. The Village shall re-

establish sick days prorated for the amount of money the Village receives from disability insurance.

Section 6. The present health insurance plan shall be modified according to the New York State Department of Civil Service Health Insurance Program.

Section 7. If the Village changes insurance carriers during the term of the agreement, the level of insurance benefits shall not be reduced.

Section 8. New Hires

Employees hired on or after February 10, 1989 shall not be eligible for health benefits until the first day of the month following six months of employment.

Section 9. Health Insurance Buy-Back Program

Upon execution of this agreement all employees enrolled under the Health Insurance Plan may apply for the health insurance benefit "buy-back" program provided they have adequate Health Insurance coverage through another insurance program and furnish proof of such coverage to a Committee of the Village and the CSEA for approval. Such Committee shall consist of two (2) representatives from each side.

Each application shall accompany sufficient proof (deemed adequate by the Committee) that the employee has coverage from

another source or employer. The Committee shall develop criteria so that the employee will know what the requirements are. The decision of the Committee, to approve or disapprove the application, shall be final and binding. Each employee who has received committee approval to withdraw shall receive the following during the period of dis-enrollment:

\$2,500.00 annually for Family Plan on a pro-rated basis.

\$1,000.00 annually for the Individual Plan on a pro-rated basis.

Payment of the monies shall be made twice annually with the payrolls which include May 31st and November 30th for the period of time that the employee has participated in this program. Employees are entitled to reinstatement in the coverage of his/her choice in the Health Insurance Plan in accordance with the rules of the State Health Insurance Department and the rules established by the Committee.

ARTICLE XII

STATUS OF VETERANS

Section 1. All personnel who have served in the Armed Forces of the United States shall be entitled to Veterans' credits as provided under the law.

Section 2. All personnel who have served in the Armed Forces of the United States shall retain seniority during military services.

ARTICLE XIII

RETIREMENT BENEFITS

The Village shall adopt Section 75-i of the New York State Retirement and Social Security Law for all eligible employees. All other employees shall be covered according to the applicable provisions of the New York State Retirement and Social Security Law.

ARTICLE XIV

LEAVE ALLOWANCE

Section 1. Sick Leave

(a) Current employees will be credited with sick leave at the rate of 15 days a year (one and 1/4 days per month) to a total not to exceed 250 days. Employees hired after the date of execution of this agreement will be credited with sick leave at the rate of 12 days a year (one per month) to a total not to exceed 250 days.

(b) Upon separation from service, an employee shall receive one (1) day's pay for each five (5) days accrued sick leave to a maximum payout of fifty (50) days.

(c) Probationary employees are not entitled to sick days. Following completion of the probationary period such employees will be entitled to six (6) days and will continue to accumulate sick days in accordance with the formula of this section.

(d) The present practice of the Village regarding the accumulation of sick days shall remain.

(e) Employees who fall ill while on vacation may use their sick time for the remainder of the illness, and their time adjusted, provided proper notice is given and a doctor's certificate is presented.

(f) A doctor's certificate may be required for any sickness of duration of more than one (1) day. The cost of said doctor's certificate shall be borne by the Village where the employee would not otherwise have requested said certificate, except to meet the requirements of this section. The Village reserves the right to specify the doctor who fills out such certificate.

(g) Any employee who reports sick and upon investigation found not to be home, must explain in writing his/her reason for not remaining home. Employees must report to the office, either by phone or in person, 10 minutes prior to starting time to report

sickness. The penalty for not doing so is a deduction of one day in pay.

(h) When an employee because of sickness or disability is required to remain away from his/her employment beyond the employee's accumulated sick leave time, the Village Board may grant additional sick leave with or without pay. Such additional sick leave time can be granted by the Village Board only upon certification by the employee's physician that the employee is required, by reason of illness or disability, to remain away from his/her employment for such additional period.

Section 2. Personal Leave

(a) Personal leave time shall be granted for cause, provided it is scheduled seventy-two (72) hours in advance, at the applicable rate set forth below.

(i) Employees hired on or before May 31, 1994 shall receive five (5) personal leave days per year.

(ii) Employees hired after May 31, 1994 shall receive personal leave days as set forth below:

after one year of service	2 days
after two years of service	3 days
after three years of service	4 days
after four years of service	5 days

(b) Any unused personal days may be converted to sick days.

Section 3. Court Appearance

Absence by reason of appearance as a plaintiff, defendant or witness in any action involving the Village will be approved for the number of days necessary. Employees shall not lose any salary as a result thereof.

Section 4. Death in Family

(a) An employee who, due to death in the employee's immediate family, loses work scheduled for any day up to a maximum of three (3) days (from the day of death through the day of burial, both inclusive), shall be given leave for each lost scheduled work day within such period with pay at the rate of eight (8) hours straight time at his/her base rate for each day of such leave, if the employee actually takes part in the funeral.

(b) Immediate family shall consist of husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, grandparent, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law and sister-in-law.

(c) One day leave shall be granted for an aunt, uncle, niece and nephew, only if the employee attends the funeral.

Section 5. Jury Duty

Notice of jury duty must be submitted to the proper authority and such time shall not be deducted from the regular salary of the

employee. Said duty shall not be charged to any accumulated credits of the employee. The jury duty fee is to be paid over to the Village. This section shall be limited to whatever the legal requirements may be.

Section 6. Selective Service Examinations

Attendance at selective service examinations shall be an excused absence with no loss of pay.

Section 7. Holidays

(a) The holiday schedule shall be established by the Village.

(b) Employees shall receive the following holidays: Christmas Day, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Columbus Day, Thanksgiving Day, Labor Day and Veterans Day.

(c) In lieu of Lincoln's Birthday and Election Day, there shall be two (2) floating holiday days which may be utilized at the member's request and upon approval by the Department Head.

(i) If the employee's request to utilize a floating holiday day is denied on two occasions, then, in such event the employee shall be entitled to be compensated for the day at time and one half or alternatively, at the employee's option the floating day may be retained on the books for future utilization.

(ii) Unused floating holidays may not exceed ten (10) days. Any employee who presently has more than ten (10) days shall reduce such number to ten (10) by May 31, 2004. Any such days in excess of ten on May 31, 2004 shall be lost.

(d) The day on which a holiday is officially celebrated shall be in accordance with applicable Federal or State law.

(e) The Village shall provide credit to those employees who must work on a holiday as defined above.

(f) On the day before Christmas and New Year's and on Good Friday, two-thirds (2/3) of the crew less Sanitation will remain on emergency standby until 3:30 p.m. The remaining third (1/3) will be permitted time off commencing with their lunch break, unless the needs of the Village dictate that they remain.

Sanitation employees shall receive three hours in pay each year in lieu of the above.

Section 8. Time Off to Adjust Grievances

Employees who are designated or elected for the purpose of advising on grievances or assisting in the administration of this agreement, shall be permitted a reasonable time off free from the regular duties, to fulfill these obligations, which have as their

purpose harmonious and cooperative relations between the employee and employer, and the uninterrupted operation of the Village.

Section 9. Other Leaves

Non-probationary employees are eligible to take leaves, without pay, not to exceed one (1) year in length, for the rest, restoration of health, or the alleviation of hardship involving themselves or their immediate family, at the discretion of the Village Board.

Section 10. Terminal Leave

Upon retirement, subject to retirement system eligibility, an employee shall be entitled to receive one and one-half (1-1/2) work days for each full year of service, up to 25 years, and two (2) work days for each full year of service after 25 years.

Section 11. Voluntary Sick Leave Policy

(a) In extreme situations with approval from the Board of Trustees, a contractual employee may donate compensatory or vacation time to another contractual employee. If the donor has compensatory time, that must be used first.

(b) The maximum donation an employee may give to another employee is one work week's worth of the donor's time. A full-timer may donate 40 hours; a part-timer only the number of hours in their scheduled work week.

(c) No employee may request of another that they donate time; the donor must make a voluntary request to the Board of Trustees.

(d) The Board of Trustees may authorize such a donation of time if the following apply:

(i) The case must be made that the recipient has no sick, personal or vacation time available due to extreme circumstances. An employee who has continually used their sick time over the life of their employment would not qualify as an extreme case.

(ii) The donor's hourly rate must be higher than the recipient or if not, the time will be prorated. No proration will apply where the donor's hourly rate exceeds the recipient's.

(e) The time donated will be noted as "donated time" to the recipient for attendance purposes.

(f) Any and all unused time will be returned to the donor.

(g) This provision in no way impacts the employee's right to benefits under the Family Medical Leave Act.

(h) The Decision of the Board shall be non-grievable, and non-reviewable.

ARTICLE XV

SALARY

Section 1.

(a) Effective as of June 1, 2000, each present employee on the payroll of the Village on that date and covered by this agreement shall receive an increase in his/her base rate of pay of three and one half (3.5%) percent of his/her May 31, 2000 base rate of pay, plus an increment, if applicable. The salary for all supervisors shall be \$46,000.00.

(b) Effective as of June 1, 2001, each present employee on the payroll of the Village on that date and covered by this agreement shall receive an increase in his/her base rate of pay of four and one-half (4.5%) percent of his/her May 31, 2001, base rate of pay, plus an increment, if applicable. In addition, the base rate of pay of laborers with a Class B CDL license who are authorized to drive for the Village and the base rate of pay of MEO and Maintainers shall be increased by \$1,000.00, per annum, effective January 1, 2002. This payment shall be in lieu of the practice of earning one-half hour for drive time.

(c) Effective as of June 1, 2002, each present employee on the payroll of the Village on that date, who was employed prior to June 1, 2002 and covered by this agreement shall receive an

increase in his/her base rate of pay of four (4%) percent of his/her May 31, 2002 base rate of pay, plus increment, if applicable. In addition, the base rate of pay of laborers with a Class B CDL license who are authorized to drive for the Village and the base rate of pay of MEO and Maintainers shall be increased by \$200.00, per annum, effective June 1, 2002.

(d) Effective as of June 1, 2003, each present employee on the payroll of the Village on that date and covered by this agreement shall receive an increase in his/her base rate of pay of four (4%) percent of his/her May 31, 2003 base rate of pay, plus an increment, if applicable.

Section 2.

(a) Employees hired prior to June 2, 2002 shall receive the salaries set forth in Exhibit "B-1" annexed hereto.

(b) Employees hired on or after June 1, 2002 shall receive the salaries set forth in Exhibit "B-2" annexed hereto.

Section 3. Employees with a Class A CDL license shall receive a payment of \$500.00 per annum, prorated, in addition to the salaries annexed hereto, which payment shall be added to the base rate of pay, but not subject to percentage increases.

Section 4. The Village shall have the right to advance an employee on the step table at the discretion of the Superintendent of Public Works with the approval of the Mayor and Village Board.

Section 5. There shall be longevity payments to all employees, accruing and payable in the next pay period and in each pay period thereafter following the employee's anniversary date, as follows:

\$350.00 with six (6) years of service. Additional
\$300.00 with ten (10) years of service. Additional
\$300.00 with fifteen (15) years of service.

ARTICLE XVI

TOOL ALLOWANCE

Employees in the position of Mechanic and Auto Servicer shall receive an annual tool allowance payable in the first paycheck in June. A new employee may not receive such allowance until after the completion of his/her probationary period. Such tool allowance shall be as follows:

June, 2000 - \$150.00
June, 2001 - \$175.00
June, 2002 - \$200.00
June, 2003 - \$225.00

ARTICLE XVII

UNION ACTIVITIES

Section 1. Permission shall be granted for the use of Village facilities for meetings which are scheduled in advance.

Section 2. At least one bulletin board shall be reserved at an accessible place in each department for the exclusive use of the CSEA for the purpose of posting material dealing with proper and legitimate CSEA business.

Section 3. CSEA department representatives may call a meeting of the CSEA members which will not interfere with work schedules. Assignments will be made for the time and place of the meeting through the proper department head.

ARTICLE XVIII

DUES DEDUCTION

Section 1. The Village agrees to deduct from the salaries of its employees, membership dues and/or life, sick and accident deductions for the CSEA from said employees who voluntarily and individually authorize the Village to deduct and to transmit the monies to the CSEA. Employee authorizations shall be in writing, and in a manner consistent with Section 93B of the General Municipal Law, and Chapter 392 of the Laws of 1967.

Section 2. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted to the Treasurer of the CSEA, Inc.

Section 3. Deductions authorized by an employee shall continue as so authorized unless, and until, such employee notifies the Village as to his/her desire to discontinue, or to change such authorization in writing.

Section 4. Notification of discontinuance of deductions shall be made in writing and signed by the employee and submitted to the Village in duplicate. One copy shall be forwarded by the Village to the Unit Treasurer of the CSEA.

Section 5. The CSEA assumes full responsibility for the disposition of the funds so deducted, once they are turned over to the CSEA.

ARTICLE XIX

MANAGEMENT RIGHTS

Section 1. Except as validly limited by this agreement the Village reserves the right to determine the standards of services to be offered by its various departments; to set the standards of selection for employment to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons;

to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the organization and the technology of performing its work. The Village shall not exercise its rights in an arbitrary or capricious manner.

Section 2. The parties acknowledge that if the Village shall make schedule and/or route changes, including but not limited to recycling and/or the establishment or use of a transfer station, the CSEA may request impact bargaining.

ARTICLE XX

LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee, not to exceed two (2) representatives of the CSEA and two (2) representatives of the Village shall be formed on a trial basis for the terms of this agreement. Meetings will be held monthly. An agenda shall be presented by both sides one week before the meeting. Mutually agreed upon items will be reduced to writing and a copy supplied to both sides. Meetings shall be at times other than working hours. Representatives shall not be paid for attendance at such meetings.

ARTICLE XXI

WORK RULES

Section 1. The Village work rules are attached hereto and made a part hereof.

Section 2. Work Rules Revision Committee

- (a) A committee shall be developed for the purpose of reviewing, negotiating and recommending changes to the existing work rules, annexed hereto.
- (b) The committee shall be comprised of four (4) members who shall be selected (2 each) by the CSEA and the Village. The parties recognize the positive nature of retaining the same members/designees on the committee.
- (c) The committee shall make recommendations to the Village Board by majority vote. Upon receipt of the committee's recommendations, the Board shall have the right to ratify or reject same.
- (d) In the event that the committee is deadlocked on an issue(s), then, in such event, the deadlocked issue(s) shall be submitted to

voluntary advisory arbitration before Martin Scheinman, Esq. In the event that Martin Scheinman shall not be available to meet with the parties, the parties shall select another arbitrator, upon mutual consent.

- (e) It is the intention of the parties to promptly commence and conclude such task.
- (f) The findings of the arbitrator shall be placed in writing, if necessary, and shall be subject to the ratification process set forth in paragraph "C" above.
- (g) The cost of the arbitrator shall be equally borne by the parties.

ARTICLE XXII

LEGALITY

Notwithstanding anything to the contrary contained herein, if one or more of the provisions of this contract are found to be illegal, all other provisions are to remain in full force and effect. The provision or provisions found to be illegal must be replaced by provisions of the last prior contract, if any such provision was in existence.

ARTICLE XXIII

WAIVER/ZIPPER

The Village and CSEA, for the life of this agreement, each voluntarily and unqualifiably agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or the impact of exercising any right authorized by law or this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement shall not be construed to apply to negotiations for future collectively-negotiated agreements between the parties.

ARTICLE XXIV

NO STRIKE

The CSEA and the Village recognize that strikes and other forms of work stoppages by civil service employees are contrary to law and public policy. The CSEA and Village subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the Village. The CSEA, therefore, agrees that

there will be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this agreement or any instigation thereof. The Mayor and the Village Board agree to bargain in good faith with the CSEA and use no tactics which may be deemed as an improper practice.

ARTICLE XXV

DECLARED EMERGENCIES

The CSEA recognizes the right of the Village to protect the health and welfare of its citizens. Therefore, in the event of a declared emergency by the Mayor or his/her designee, all employees covered by this agreement shall make themselves available to work.

ARTICLE XXVI

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRE LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVII

DURATION

This agreement shall be effective as of June 1, 2000 and shall remain in full force and effect until May 31, 2004.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals as of the date first above written.

FOR THE VILLAGE:

Eugene Scarpato

FOR THE VILLAGE:

Carol S. Hance

FOR CSEA:

Don J. Cunniff

FOR CSEA:

~~William J. Hance~~ CS 4/1

EXHIBIT "A"

PROCEDURE FOR THE VILLAGE REGARDING THE PAYMENT OF BENEFITS TO EMPLOYEES WHO FILED WORKERS' COMPENSATION CLAIMS

Where an employee files a workers' compensation claim, the Village will continue to pay the employee's salary if applicable as set forth in Article IX of this agreement. However, in order to receive such salary payments, the employee must have notified the Village of his/her claim to compensation benefit entitlement within twenty-four (24) hours, unless unable to do so because of the nature of the injury. In order for benefits to continue, the employee is also responsible for having his/her physician sign a form to be supplied by the Village and returned to the Village within one (1) week. The Village must also receive the doctor's medical report (Form C-48) prescribing absence due to a work-related injury.

Where the claim is controverted, all days missed will be deducted from the employee's accumulated sick days. If the amount of accumulated sick days is not sufficient, (i.e., the Village has paid over and above the accumulated sick days) future sick days that the employee accumulates will be applied to those sick days the Village has paid the employee prior to the Village receiving notice that the workers' compensation claim is controverted.

Where an employee receives a settlement, the employee shall repay to the Village those monies which the Village has paid the employee.

					Exhibit B-1			
					CSEA Salaries			
					Employees Hired Prior to 6/1/02			
		Start	6 months	1 year	2 year	3 year	7 -10 years Completed Years	11 or more Completed Years
Laborer								
6/00 - 5/01		24,057.82	28,431.95	31,931.25	35,430.57	39,367.30	39,760.96	40,158.58
6/01 - 5/02		25,140.42	29,711.38	33,368.16	37,024.94	41,138.83	41,550.21	41,965.72
6/02 - 5/03		26,146.04	30,899.84	34,702.88	38,505.94	42,784.38	43,212.22	43,644.34
6/03 - 5/04		27,191.88	32,135.83	36,091.00	40,046.18	44,495.76	44,940.70	45,390.12
Laborer with CDL "B"								
6/00 - 5/01		n/a						
6/01 - 5/02 *		26,140.42	30,711.38	34,368.16	38,024.94	42,138.83	42,550.21	42,965.72
6/02 - 5/03		27,386.04	32,139.84	35,942.88	39,745.94	44,024.38	44,452.22	44,884.34
6/03 - 5/04		28,481.48	33,425.43	37,380.60	41,335.78	45,785.36	46,230.31	46,679.71
MEO & Maintainer								
6/00 - 5/01		24,495.23	29,525.50	33,024.78	36,742.83	40,788.89	41,196.79	41,608.76
6/01 - 5/02 *		26,597.52	31,854.14	35,510.90	39,396.26	43,624.39	44,050.65	44,481.15
6/02 - 5/03		27,861.42	33,328.31	37,131.34	41,172.11	45,569.37	46,012.68	46,460.40
6/03 - 6/04		28,975.88	34,661.44	38,616.59	42,818.99	47,392.14	47,853.19	48,318.82
Mechanic								
6/00 - 5/01		26,244.83	31,712.54	35,211.87	38,273.77	42,757.27	43,184.85	43,616.69
6/01 - 5/02		27,425.84	33,139.61	36,796.40	39,996.09	44,681.35	45,128.17	45,579.44
6/02 - 5/03		28,522.88	34,465.19	38,268.26	41,595.94	46,468.60	46,933.29	47,402.62
6/03 - 5/04		29,663.79	35,843.80	39,798.99	43,259.77	48,327.34	48,810.62	49,298.72
Supervisor								
6/00 - 5/01		46,000.00						
6/01 - 5/02		48,070.00						
6/02 - 5/03		49,992.80						
6/03 - 5/04		51,992.51						
* Includes \$1,000 which becomes effective 1/1/02.								

EXHIBIT B-2

		CSEA Salaries					
		Employees Hired after 6/1/02					
		Start	1 year	2 year	3 year	4 year	5 year
Laborer							
6/02 - 5/03		26,146.04	30,899.84	34,702.88	38,505.94	40,645.16	42,784.38
6/03 - 5/04		27,191.88	32,135.83	36,091.00	40,046.18	42,270.97	44,495.76
Laborer with CDL "B"							
6/02 - 5/03		27,186.04	31,939.84	35,742.88	39,545.94	41,685.16	43,824.38
6/03 - 5/04		28,273.48	33,217.43	37,172.60	41,127.78	43,352.57	45,577.36
MEO & Maintainer							
6/02 - 5/03		27,661.42	33,128.31	36,931.34	40,972.11	43,170.74	45,369.37
6/03 - 6/04		28,767.88	34,453.44	38,408.59	42,610.99	44,897.57	47,184.14
Mechanic							
6/02 - 5/03		28,522.88	34,465.19	38,268.26	41,595.94	44,032.27	46,468.60
6/03 - 5/04		29,663.79	35,843.80	39,798.99	43,259.77	45,793.56	48,327.34

EXHIBIT "C"

DRUG AND ALCOHOL TESTING

A. The VILLAGE may require an employee to immediately submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. Upon request, the VILLAGE shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the VILLAGE's reasonable suspicion within seventy-two (72) hours following the request. Prior to ordering any such testing, the VILLAGE shall provide the Union with reasonable notice of such order, and, wherever practicable, an opportunity to consult with the employee prior thereto.

B. The VILLAGE shall use either a hospital, or accredited testing lab, as chosen by the VILLAGE for such testing. Additionally, the VILLAGE shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. Any and all such witnessing shall be done by a party who is the same gender as the employee being tested. Any test showing a positive result will be confirmed by the gas chromatography/mass

spectrometry (GC/MS) or any other similarly recognized method before any administrative action is commenced.

1. Upon request, the VILLAGE shall provide an employee with a copy of any test results which the VILLAGE receives with respect to such employee along with such other information as is required to assure the tests were properly conducted.

2. A portion of the test sample, if positive, shall be retained by the hospital/accredited testing lab for fourteen (14) days so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory and/or hospital certified by the State of New York to perform drug and/or alcohol testing of the employee's choosing and at the VILLAGE's expense. The union will be advised of passed or failed tests to the extent that the releasing of such data is not inconsistent with Federal or State Laws regarding the privacy of said test or if the individual involved does not want this test released to the union.

C. Use of illegal drugs or alcohol or abuse of prescribed drugs, at any time, or refusal to submit to such testing shall be cause for discipline, including termination, subject to the relevant grievance procedures set forth in Article VI of this Agreement. All issues relating to the drug and alcohol testing process (i.e., whether there is reasonable suspicion, whether a

proper chain of custody has been maintained, et cetera) shall be subject to the grievance procedures of this agreement.

D. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

1. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specified person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

2. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants employer inquiry because of a direct bearing on the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by

reliable and credible sources or which is independently corroborated.

E. This provision shall not impair the right of the VILLAGE to require medical and/or drug testing of employees as permitted or required by State or Federal law or regulation.

F. The Village sponsors an Employee Assistance Program which is available to employees and their family for counseling and advice. The Program is fully confidential in all respects.